

Terms of Use and Privacy Policy for Benchmark Education Company E-Resources

Phone: 1-877-236-2465 • Fax: 1-877-732-8273 • www.benchmarkeducation.com

lome	View Demo	Free Trial	Free Catalog	Customer Support			Login
					Search	Enter Title or ISBN Here	

Home » Privacy Policy

Benchmark Education Company Web Sites Privacy Policy

Description of Services

Interactive Whiteboard Resources Website

The Interactive Whiteboard Resources Website is a portal of audio-enabled versions of books, black line masters, comprehension activities, lesson plans, and image banks tied to the print-based instructional program. The site is accessible by teachers with a subscription to the service. The site includes electronic content for use with the following Benchmark Education programs: My First Readers Theater, Readers Theater Nursery Rhymes and Songs, Content Connection and Vocabulary Language Content.

Talking E-Books Website

The Talking E-Books Website is a portal of audio-enabled versions of books, accessible by both teachers and students with a subscription to the service. The site includes electronic content for use with the following Benchmark Education programs: Early Explorers, English Explorers and Math Explorers.

Terms of Use & Privacy Policy

Date last updated: March 8, 2010

Please read these terms carefully before using any of our services. Please review our Privacy Policy set forth below, which also governs your use of Benchmark Education Interactive Whiteboard Resources Website and Talking E-Books Website (the "Sites"), to understand our practices. By accessing and using our Sites, you indicate your agreement to these terms. If you do not accept these terms, please do not use the Sites.

Benchmark Education Company reserves the right to change the Terms of Use and other guidelines or rules posted on the Sites from time to time at its sole discretion, and will update the "Effective Date" notice above whenever we do so. Your continued use of the Sites after such notice has been posted constitutes your acceptance of the changes. Your use of the Sites will be subject to the most current version of the Terms of Use, rules, and guidelines posted at the time of such use. You should periodically check the "Terms of Use" link to view the current terms. Our Sites are intended for use by classroom teachers, administrators, and students who have purchased and are using our programs. An authorized purchase is required to set up an account. Once you register, your account is password protected. You must not create a false identity when registering or use or attempt to use another's account, password, or service without authorization in writing from Benchmark Education Company. You are responsible for maintaining the confidentiality of your password.

Registered users may download, print, and store any PDF documents for noncommercial, personal, and classroom use only, provided that all copyright and proprietary notices are kept intact. You may not post, transmit, or otherwise distribute any material that may be unlawful, obscene, defamatory, threatening, infringing on any copyright or right of others, or damaging to software or hardware. You also may not use our Sites to advertise or solicit. Benchmark Education Company reserves the right, which it may or may not exercise, to review, edit, or delete any material that it deems to be inappropriate or in violation of these Terms of Use. NOTWITHSTANDING THE ABOVE, BENCHMARK EDUCATION COMPANY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY MATERIAL COMMUNICATED BY THIRD PARTIES THROUGH THIS WEB SITE OR ANY CLAIMS, DAMAGES OR LOSSES RESULTING FROM THE USE THEREOF.

Trademarks and Copyright

Logos for Benchmark Education, Interactive Whiteboard Resources Website and Talking E-Books Website are trademarks of Benchmark Education

Company, LLC. and its affiliates (the "Marks"). You must obtain written permission from Benchmark Education Company to use the Marks. The contents of the Sites are all copyrighted by The Benchmark Education Company, LLC, unless otherwise noted. You must obtain written permission from Benchmark Education Company to use the contents of the Sites in a manner not authorized by these terms of use. Benchmark Education Company respects the intellectual property of others. If you believe that your intellectual property rights have in any way been violated, please provide Benchmark Education's Copyright Agent with a description of the issue and your contact information:

By mail: Intellectual Property Manager Benchmark Education Company 629 Fifth Avenue Pelham, NY 10803 Phone: 914-637-7200

Fax: 914-637-7283

Warranties and Disclaimers

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND BENCHMARK EDUCATION COMPANY, THIS SITE, AND ALL MATERIALS AND SERVICES ACCESSIBLE THROUGH THIS SITE, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BENCHMARK EDUCATION COMPANY MAKES NO WARRANTY THAT (i) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, OR MATERIALS PURCHASED OR ACCESSIBLE BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE OBTAINED FROM OR USED THROUGH THE SITE, OR ANY DEFECTS IN THE SITE, ITS SERVICES, OR MATERIALS, WILL BE CORRECTED. YOU UNDERSTAND AND ACKNOWLEDGE THAT (I) BENCHMARK EDUCATION COMPANY DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY CONTENT, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, THIRD-PARTY VENDORS AND THIRD PARTIES ACCESSIBLE THROUGH LINKS ON THE SITE; (ii) BENCHMARK EDUCATION COMPANY MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER ABOUT ANY SUCH THIRD PARTIES, THEIR CONTENT, PRODUCTS, OR SERVICES; (iii) ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK; AND (iv) BENCHMARK EDUCATION COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CONTENT, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES. THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER USE OF ANY MATERIALS THROUGH THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM SUCH ACTIVITIES. BENCHMARK EDUCATION COMPANY ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE SITES OR IN CONNECTION WITH ANY SERVICES OR MATERIALS OFFERED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM BENCHMARK EDUCATION COMPANY OR THROUGH OR FROM THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS.

Limitation of Liability

IN NO EVENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL BENCHMARK EDUCATION COMPANY, ITS SUBSIDIARIES, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT BENCHMARK EDUCATION COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THIS SITE, ITS SERVICES, OR MATERIALS, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE SITE, ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE OR LOSS OF DATA, FILES, OR OTHER CONTENT, ANY SERVICES AVAILABLE THROUGH THE SITES THAT ARE DELAYED OR INTERRUPTED, OR ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

Indemnification

You agree to indemnify, defend and hold harmless Benchmark Education Company, its affiliates and partners, and their respective officers, directors, employees, agents, members, licensors, representatives and third-party providers to the Sites from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms Benchmark Education Company reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with

Benchmark Education Company in asserting any available defenses.

Governing Law and Jurisdiction

Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance, and breach, shall be settled by final and binding arbitration in New York, pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. This Agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of New York, without regard to its conflict of laws provisions, and you agree that the arbitrators shall award all costs of arbitration, including reasonable attorneys' fees plus legal rate-of-interest, to the successful party. Copyright claims shall be brought in the Federal court having jurisdiction. If you are an agent for or an employee of a non-U.S. company but operate in a place of business in the U.S. or its territories, you expressly agree that any dispute regarding this contract shall be adjudicated within the U.S. in the manner described here. If Benchmark Education Company is obligated to go to court, rather than arbitration, to enforce any of its rights, you agree that the state and federal courts located in Westchester County, New York shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with the Terms of Use and further to reimburse Benchmark Education Company for its respective legal fees, costs, and disbursements if Benchmark Education Company is successful.

Conclusion

The Terms of Use and other rules, guidelines, licenses, and disclaimers posted on the Site constitute the entire agreement between Benchmark Education Company and you with respect to your use of the Site, and supersede all previous oral or written agreements between the parties with respect to such subject matter. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure by Benchmark Education Company to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. Paragraph headings are for reference only.

Privacy Policy

Effective Date: March 08, 2010

Benchmark Education Company respects and protects the privacy of individuals who register for and use the Site. Individually identifiable information about you is not willfully disclosed to any third party without either your explicit permission or your choice to share it, as explained in this Privacy Policy.

Cookies

Most browsers are set up initially to accept cookies. You can reset your browser to refuse all cookies or to tell you when a cookie is being sent. Please note, though, that some of the Sites will not function properly if you refuse to accept cookies.

What Information Do We Collect?

Benchmark Education Company collects personally identifiable information about you when you specifically and knowingly provide such information. For example, when you register, we collect such information as your name, e-mail address, professional title, and school information. We use this information to customize the Sites for your locale and to provide more relevant services. We may also use your e-mail address to notify you about enhancements or changes to the Site. Benchmark Education Company will monitor site usage statistics, such as time of day, browser type, and IP address, session length, entry/exit points, etc. Benchmark Education Company also reserves the right to review and remove any material posted by Users that violate any of these Terms of Use.

Children's Guidelines

Benchmark Education Company will NOT knowingly collect online contact information from children under the age of 13. Benchmark Education Company complies with The Children's Online Privacy Protection Act of 1998 (COPPA), Children's Internet Protection Act (CIPA) and other applicable laws and regulations.

With Whom Does Benchmark Education Company Share Information?

Benchmark Education Company will not share personally identifiable information with any third party without your express consent. Please be aware, however, that we will release personal information about you if required to do so in order to comply with a valid legal process (search warrant, subpoena, etc.).

Your Consent and Changes to the Privacy Policy

Your use of the Sites serves as your consent to the collection and use of your information as we have outlined in this policy. Benchmark Education Company may decide to change this Privacy Policy from time to time. If we do, we will update the "Effective Date" on this page so that you are always aware of the information we collect, how we use it, and under what circumstances we disclose it.

Additional Questions

If you have any questions about the privacy policy, please write:

By mail:

Privacy Policy

Benchmark Education Company

629 Fifth Avenue

Pelham, NY 10803

Phone: 914-637-7200 Fax: 914-637-7283

© 2010 Benchmark Education Company, LLC. All rights reserved.









Home | About us | Contact us | Privacy Policy

©1997-2011 Benchmark Education Company - Privacy Policy, All rights reserved.